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Hearing Date: October 23, 2019

Objection Deadline: October 16, 2019

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	:	Chapter 11
	:	
	:	Case No. 18-23538 (RDD)
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	:	
	:	(Jointly Administered)
Debtors. ¹	:	
	:	

**NOTICE OF HEARING ON MOTION OF MICRO FOCUS, LLC FOR
ALLOWANCE AND PAYMENT OF ADMINISTRATIVE
EXPENSE CLAIM AND RESERVATION OF RIGHTS**

PLEASE TAKE NOTICE THAT a hearing on the above-referenced *Motion of Micro Focus, LLC for Allowance and Payment of administrative Expense Claim and Reservation of*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); SR – Rover de Puerto Rico, LLC (f/k/a Sears, Roebuck de Puerto Rico, Inc.) (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

Rights (the “Motion”), filed on October 2, 2019, on behalf of Micro Focus, LLC (“Micro Focus”) will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge at the United States Bankruptcy Court for the Southern District of New York, Courtroom 118, 300 Quarropas Street, White Plains, New York 10601, on **October 23, 2019 at 10:00 a.m. (EST)** (the “Hearing”).

PLEASE TAKE FURTHER NOTICE THAT any objections to the Motion shall be in writing and shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Court and shall be served in accordance with the Amended Order Implementing Certain Case Notice and Case Management Procedures [Docket No. 405] (the “Amended Case Management Order”) so as to be filed and received by, *inter alia*, undersigned counsel by **no later than October 16, 2019 at 4:00 p.m. (EST)** (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that if an objection to the Motion is not filed and served by the Objection Deadline, the relief requested shall be deemed unopposed, and the Bankruptcy Court may enter an order granting the relief sought without a hearing pursuant to the Amended Case Management Order.

PLEASE TAKE FURTHER NOTICE that any objecting parties are required to attend the Hearing, and failure to appear may result in relief being granted upon default.

Dated: October 2, 2019
New York, NY

COLE SCHOTZ P.C.,
Attorneys for Micro Focus, LLC

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	:	Chapter 11
	:	
	:	Case No. 18-23538 (RDD)
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	:	
	:	(Jointly Administered)
Debtors. ²	:	
	:	

**MOTION OF MICRO FOCUS, LLC FOR ALLOWANCE AND PAYMENT OF
ADMINISTRATIVE EXPENSE CLAIM AND RESERVATION OF RIGHTS**

Micro Focus, LLC (“Micro Focus”) hereby files this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as Exhibit A (the “Proposed Order”):

(i) allowing Micro Focus’s administrative expense claim, pursuant to 11 U.S.C. § 503(b)(1)(A),

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for services provided to or for the benefit of the Debtors on or after the Petition Date (defined herein); (ii) directing payment of Micro Focus's administrative expense claim, in accordance with an Order of the Court or an Order confirming that certain Plan, as amended and ultimately approved by the Court; and (iii) reserving all rights to proceed against third-parties, including Transform (as defined herein), to the extent necessary. In support of this Motion, Micro Focus respectfully states as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).

2. The statutory predicates for the relief requested herein is in sections 105 and 503(a) and (b) of Title 11 of the United States Code (the "Bankruptcy Code").

II. INTRODUCTION

3. Pre-petition and post-petition, Micro Focus provided and continues to provide, *inter alia*, data hosting services for a substantial amount of data that was, upon information and belief, the Debtors' property and which was, upon further information and belief, sold to Transform Holdco LLC ("Transform") pursuant the Debtors' court-approved sale of substantially all of their assets (the "Sale"), which closed on or about February 11, 2019 ("Closing").

4. Notwithstanding that Micro Focus continues to provide valuable services in maintaining the data, neither its Agreement (defined herein) nor the substantial amounts owed to Micro Focus in unpaid post-petition invoices have been conclusively addressed by either the Debtors or Transform, despite Micro Focus' efforts to do so throughout the past 2 months since Micro Focus learned of this issue.

5. The within request is filed to seek allowance of an administrative expense claim and to reserve all of Micro Focus' rights with respect to amounts due under the Agreement, including from either the Debtors, their estates, Transform or any additional parties which may have obligations under the Agreement.

III. BACKGROUND

A. The Pre-Petition Agreement

6. Micro Focus provides various discovery-related data hosting and attendant software services (often referred to as "discovery" related services) pursuant to an Agreement for Application Hosting Services and Introspect Software License, dated October 1, 2003 between Debtor Sears, Roebuck and Co. and Micro Focus's predecessor-in-interest, Steelpoint Technologies, Inc., as amended from time to time and ultimately assigned to Micro Focus (the "Agreement"). A copy of the Agreement and the amendments were previously supplied to the Debtors and are available upon request, though not attached due to size and confidentiality concerns.

7. Pursuant to the Agreement, Micro Focus typically issues invoices to the Debtors at the end of each monthly billing period for services provided during the same month.

8. Micro Focus is presently hosting more than 2 million pages of the Debtors' data believed to relate to a variety of matters, including litigation. Typically, Micro Focus receives data in a format, including native format, and Micro Focus transforms the data, including by rendering it searchable, though preserving the underlying information of the data as originally received and enabling its customers to search, organize and produce data on an as-needed basis.

B. The Debtors' Bankruptcy Cases

9. On October 15, 2018 (the "Petition Date"), Sears Holding Corporation, together with various affiliates (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

10. The Debtors cases are being jointly administered. The Debtors continue in the management and operation of their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

11. On January 17, 2019 and January 18, 2018, Debtors Sears Holding Corporation and Kmart Holding Corporation filed Schedules of Assets and Liabilities. See Docket Nos. 1609 and 1713. The Debtors' Schedules G identify Micro Focus as an executory contract counterparty to the Debtors, though it is not listed as a creditor despite the known unpaid pre-petition amounts due.

12. Upon information and belief, the Debtors never formally notified Micro Focus of their bankruptcy filings. Upon further information and belief, the Debtors have still not yet formally sought to either assume or reject the Agreement with Micro Focus, before, during or after the sale to Transform.

13. Since the Petition Date, and continuing as of the date hereof, Micro Focus continues to provide services that directly benefit the Debtors (and subsequently Transform) pursuant to the Agreement, and the Debtors (and recently Transform) continued to accept such services without paying Micro Focus. No issues have been raised as to the amount charged or otherwise due under the Agreement.

14. On or about February 11, 2019, a sale closed of substantially all the Debtors' assets, including, upon information and belief, the data which Micro Focus hosted and administered pursuant to the Agreement, which was reportedly also transferred to Transform.

15. Although a representative of the Debtors' in-house legal / discovery team made an initial inquiry to Micro Focus in or around February 2019, around the time of the closing, seeking a quote for the cost to export the data Micro Focus hosts, Micro Focus' quote of the cost to export was not ultimately responded to by the Debtors' representative.

16. Not until September 2019 was another request received, this time by the same in-house legal/discovery representative, but now as a representative of Transform. The representative explained that it was making a request to export the data on behalf of the Debtors' estates.

17. Counsel for Micro Focus attempted to address the export request and the outstanding amounts due to Micro Focus first directly with the Debtors and then directly with Transform. To date, the issues as to the treatment of the data, the Agreement and the outstanding amounts due to Micro Focus have not been fully addressed or resolved.

18. While Micro Focus hopes to consensually resolve these issues, it nonetheless files the within request to preserve any and all rights it may have to be paid as an administrative expense claimant on the basis that it has provided substantial, valuable and necessary services that directly benefitted the Debtors' estates as well as its purchaser, Transform.

19. Attached as Exhibit B is a spreadsheet summarizing the amount due to Micro Focus on account of the services that Micro Focus provided to the Debtors (and then, upon information and belief, Transform) from August 30, 2017 through October 1, 2019.³

20. As described on Exhibit B, as of October 1, 2019, the Debtors have an outstanding balance due to Micro Focus for post-petition services totaling **\$105,436.41**, which amount is net of several post-petition payments that Micro Focus received (on February 1, 2019, March 29, 2019, May 3, 2019 and May 31, 2019, which totaled **\$22,132.42**).

21. The post-petition amounts due from the Petition Date to the closing of the sale in February 2019 total **\$28,470.60** and the amounts owed from the closing of the sale in February 2019 to today total **\$76,965.81**, and each of the aforementioned amounts are net of the payments Micro Focus received (as applied to each period).

22. Presently, the Debtors and/or Transform are requesting that Micro Focus export the substantial data that Micro Focus continues to host. The cost to export the data, in addition to the above-referenced amounts, will be no less than \$63,000 (which includes the contracted export cost of **\$40,757.38** plus costs to continue to host the data during the export, which is expected to take no less than two months' time to complete due to the substantial size of the databases). The ultimate cost for the export will depend on the time to complete the export and any other compensable activities which Micro Focus may be asked to complete.

23. Based upon the foregoing, Micro Focus files this Motion to seek allowance of the post-petition amounts due to it on account of its continued services provided to the benefit of the Debtors' estates as well as Transform as well as for the cost to export.

³ Micro Focus previously provided copies of a sampling of invoices listed on Exhibit B to the Debtors. A complete set of invoices at issue are available upon request to the undersigned counsel. Due to the volume, the invoices are not attached to this Motion.

IV. BASES FOR ALLOWING OF ADMINISTRATIVE EXPENSE CLAIM

24. Section 503(b) of the Bankruptcy Code provides, in relevant part, that:

After notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including— (1)(A) the actual, necessary costs and expenses of preserving the estate . . .

11 U.S.C. § 503(b)(1)(A).

25. The test to determine whether an applicant is entitled to payment of an administrative expense is whether the efforts of the applicant resulted in actual benefit to a debtor's estate. *See, e.g., In re CIS Corp.*, 142 B.R. 640, 642 (S.D.N.Y. 1992) (stating that “[a]lthough [Section 503(b)(1)(A) does not fully define ‘necessary expenses,’ the phrase ‘including’ is not limiting” and citing 3 Collier on Bankruptcy ¶ 503.04[1] (15th ed. 1989) for the proposition that “administrative expenses can also include ‘costs of operating a business, for storage of property, for rent, for taxes and other costs incidental to protection and conservation’”).

26. Since the Petition Date, Micro Focus has continued to provide the Debtors with necessary hosting services pursuant to the Agreement and the Debtors continued to accept such services without paying Micro Focus the entire amount owed for the post-petition services provided.

27. The Debtors and their estates accordingly directly benefited by Micro Focus' continued provision of hosting services. Micro Focus is thus entitled to an administrative expense claim in the amount of no less than \$168,593.79 for the post-petition services, the export and the estimated two additional months to host the data pursuant to Section 503(b) of the Bankruptcy Code. The foregoing amount is contingent upon the export of data beginning

immediately. For each month that Micro Focus continues to host the data, its administrative expense claim will continue to increase.

V. RESERVATION OF RIGHTS

28. Due to the complex nature of the treatment of the data that Micro Focus hosts, and the ultimate ownership of the data, Micro Focus reserves all rights to: (i) file additional or supplemental administrative expense claim requests; (ii) amend this request as Micro Focus determines is appropriate; and (iii) pursue any and all other parties, including, without limitation, Transform, for any amounts due to Micro Focus for any reason, including as a result of, *inter alia*, the sale of the data to Transform. For avoidance of doubt, however, Micro Focus does not seek duplicative recoveries but rather to be paid what is owed pursuant to the Agreement and the benefits it furnished to the estates.

29. Further, nothing herein is intended to nor should it be construed as a waiver of any of Micro Focus' rights or remedies, at law or equity, or pursuant to the Agreement, including, any and all of Micro Focus' setoff and/or recoupment rights.

30. Lastly, Micro Focus reserves the right to raise additional arguments at any time prior to or at the hearing on this Motion.

VI. NOTICE AND NO PRIOR RELIEF REQUESTED

31. Notice of this Motion will be served on the Debtors, Transform and the "Master Service List" as those terms are defined in the Amended Order Implementing Certain Notice and Case Management Procedures [Docket No. 405], and in the manner provided therein. Micro Focus respectfully submits that no other or further notice need be provided.

32. No previous application or request was made to this or any other Court regarding the relief requested in this Motion.

VII. CONCLUSION

WHEREFORE, Micro Focus respectfully requests that the Court enter an order (i) granting Micro Focus an allowed administrative expense claim in the amount of \$168,593.79 pursuant to Section 503 of the Bankruptcy Code, (ii) directing the Debtors or such other party as the Court deems appropriate to make payment of such allowed administrative expense claim consistent with an Order of this Court on this Motion or an Order confirming a Plan; (iii) reserving all of Micro Focus' rights to file supplemental or additional administrative expense requests with the Court for additional amounts that may become due, beyond the \$168,593.79 approved by the Court; (iv) reserve all of Micro Focus' rights, at law or equity, pursuant to the Agreement, as well as Micro Focus' rights to pursue any appropriate non-debtor parties for amounts due under the Agreement; and (v) providing for such other and further relief as it deems just and proper.

DATED: New York, New York
October 2, 2019

Respectfully submitted,

COLE, SCHOTZ P.C.,
Attorneys for Micro Focus, LLC

By: /s/ Jill B. Bienstock
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EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	:	Chapter 11
	:	
	:	Case No. 18-23538 (RDD)
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	:	
	:	(Jointly Administered)
Debtors. ⁴	:	
	:	

**ORDER GRANTING MOTION OF MICRO FOCUS, LLC FOR ALLOWANCE AND
PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

Upon the Motion of Micro Focus, LLC (“Micro Focus”) for Allowance and Payment of Administrative Expense Claim and Reservation of Rights (the “Motion”); and the Court having jurisdiction to decide the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice having been adequate under the circumstances; and it appearing that no other or further notice need be

⁴ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); SR – Rover de Puerto Rico, LLC (f/k/a Sears, Roebuck de Puerto Rico, Inc.) (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Micro Focus is allowed an administrative expense claim in the above-captioned cases pursuant to 11 U.S.C. § 503(b)(1)(A) in the amount of \$168,593.79 (the “Allowed Administrative Claim”).
3. The allowance of the Allowed Administrative Claim is without prejudice to Micro Focus’ rights to file a subsequent or amended administrative expense request.
4. Payment of the Allowed Administrative Claim shall be consistent with an Order of this Court on this Motion or an Order confirming a plan.
5. All of Micro Focus’ rights are preserved, at law or equity and pursuant to the Agreement. Micro Focus’ rights to pursue any appropriate non-debtor parties for amounts due under the Agreement is also expressly preserved, as well as its rights for setoff and/or recoupment.
6. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

DATED: _____, 2019

White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Summary of Invoices

Invoice	Invoice Date	Due Date	Services Provided	Dates Services Provided	Invoice Amount	Pre-petition amount due	Post-petition amount due
IUS21398	7/31/2017	8/30/2017	eDiscovery SaaS Monthly Fee	July 2017	\$ 2,941.41	\$ 2,941.41	
IUSN502335414	4/26/2018	5/26/2018	eDiscovery SaaS Monthly Fee	April 2018	\$ 26.25	\$ 26.25	
IUSN502335415	4/26/2018	5/26/2018	eDiscovery SaaS Monthly Fee	April 2018	\$ 160.51	\$ 160.51	
IUSN502338024	5/29/2018	6/28/2018	eDiscovery SaaS Monthly Fee	May 2018	\$ 9,171.87	\$ 9,171.87	
IUSN502338026	5/29/2018	6/28/2018	eDiscovery SaaS Monthly Fee	May 2018	\$ 2.44	\$ 2.44	
IUSN502338027	5/29/2018	6/28/2018	eDiscovery SaaS Monthly Fee	May 2018	\$ 123.91	\$ 123.91	
IUSN502338028	5/29/2018	6/28/2018	eDiscovery SaaS Monthly Fee	May 2018	\$ 228.23	\$ 228.23	
IUSN502340102	6/27/2018	7/27/2018	eDiscovery SaaS Monthly Fee	June 2018	\$ 1,500.00	\$ 1,500.00	
IUSN502340105	6/27/2018	7/27/2018	eDiscovery SaaS Monthly Fee	June 2018	\$ 2.44	\$ 2.44	
IUSN502340106	6/27/2018	7/27/2018	eDiscovery SaaS Monthly Fee	June 2018	\$ 123.91	\$ 123.91	
IUSN502340107	6/27/2018	7/27/2018	eDiscovery SaaS Monthly Fee	June 2018	\$ 228.23	\$ 228.23	
IUSN502340108	6/27/2018	7/27/2018	eDiscovery SaaS Monthly Fee	June 2018	\$ 89.10	\$ 89.10	
IUSN502342389	7/27/2018	8/26/2018	eDiscovery SaaS Monthly Fee	July 2018	\$ 1,500.00	\$ 1,500.00	
IUSN502342390	7/27/2018	8/26/2018	eDiscovery SaaS Monthly Fee	July 2018	\$ 9,231.87	\$ 9,231.87	
IUSN502342392	7/27/2018	8/26/2018	eDiscovery SaaS Monthly Fee	July 2018	\$ 2.44	\$ 2.44	
IUSN502342394	7/27/2018	8/26/2018	eDiscovery SaaS Monthly Fee	July 2018	\$ 228.23	\$ 228.23	
IUSN502342395	7/27/2018	8/26/2018	eDiscovery SaaS Monthly Fee	July 2018	\$ 29.10	\$ 29.10	
IUSN502345480	8/27/2018	9/26/2018	eDiscovery SaaS Monthly Fee	August 2018	\$ 3.65	\$ 3.65	
IUSN502345481	8/27/2018	9/26/2018	eDiscovery SaaS Monthly Fee	August 2018	\$ 2.44	\$ 2.44	
IUSN502345482	8/27/2018	9/26/2018	eDiscovery SaaS Monthly Fee	August 2018	\$ 123.91	\$ 123.91	
IUSN502345483	8/27/2018	9/26/2018	eDiscovery SaaS Monthly Fee	August 2018	\$ 228.23	\$ 228.23	
IUSN502345484	8/27/2018	9/26/2018	eDiscovery SaaS Monthly Fee	August 2018	\$ 29.10	\$ 29.10	
IUSN502345886	8/28/2018	9/27/2018	eDiscovery SaaS Monthly Fee	August 2018	\$ 1,500.00	\$ 1,500.00	
IUSN502345887	8/28/2018	9/27/2018	eDiscovery SaaS Monthly Fee	August 2018	\$ 9,201.87	\$ 9,201.87	
IUSN502347895	9/25/2018	10/25/2018	eDiscovery SaaS Monthly Fee	September 2018	\$ 1,500.00	\$ 1,500.00	
IUSN502347896	9/25/2018	10/25/2018	eDiscovery SaaS Monthly Fee	September 2018	\$ 3.65	\$ 3.65	
IUSN502347897	9/25/2018	10/25/2018	eDiscovery SaaS Monthly Fee	September 2018	\$ 2.44	\$ 2.44	
IUSN502347898	9/25/2018	10/25/2018	eDiscovery SaaS Monthly Fee	September 2018	\$ 123.91	\$ 123.91	
IUSN502347899	9/25/2018	10/25/2018	eDiscovery SaaS Monthly Fee	September 2018	\$ 228.23	\$ 228.23	
IUSN502347900	9/25/2018	10/25/2018	eDiscovery SaaS Monthly Fee	September 2018	\$ 29.10	\$ 29.10	
IUSN502348077	9/26/2018	10/26/2018	eDiscovery SaaS Monthly Fee	September 2018	\$ 9,231.87	\$ 9,231.87	
IUSN502349910	10/23/2018	11/22/2018	eDiscovery SaaS Monthly Fee	October 2018	\$ 1,500.00	\$ 677.42	\$ 822.58
IUSN502349911	10/23/2018	11/22/2018	eDiscovery SaaS Monthly Fee	October 2018	\$ 3.65	\$ 1.65	\$ 2.00
IUSN502349912	10/23/2018	11/22/2018	eDiscovery SaaS Monthly Fee	October 2018	\$ 2.44	\$ 1.10	\$ 1.34
IUSN502349913	10/23/2018	11/22/2018	eDiscovery SaaS Monthly Fee	October 2018	\$ 123.91	\$ 55.96	\$ 67.95
IUSN502349914	10/23/2018	11/22/2018	eDiscovery SaaS Monthly Fee	October 2018	\$ 228.23	\$ 103.07	\$ 125.16
IUSN502349915	10/23/2018	11/22/2018	eDiscovery SaaS Monthly Fee	October 2018	\$ 29.10	\$ 13.14	\$ 15.96
IUSN502350607	10/29/2018	11/28/2018	eDiscovery SaaS Monthly Fee	October 2018	\$ 9,231.87	\$ 4,169.23	\$ 5,062.64
IUSN502352327	11/28/2018	12/28/2018	eDiscovery SaaS Monthly Fee	November 2018	\$ 1,500.00	\$ 1,500.00	
IUSN502352328	11/28/2018	12/28/2018	eDiscovery SaaS Monthly Fee	November 2018	\$ 9,201.87	\$ 9,201.87	
IUSN502352329	11/28/2018	12/28/2018	eDiscovery SaaS Monthly Fee	November 2018	\$ 3.65	\$ 3.65	
IUSN502352330	11/28/2018	12/28/2018	eDiscovery SaaS Monthly Fee	November 2018	\$ 2.44	\$ 2.44	
IUSN502352331	11/28/2018	12/28/2018	eDiscovery SaaS Monthly Fee	November 2018	\$ 123.91	\$ 123.91	
IUSN502352332	11/28/2018	12/28/2018	eDiscovery SaaS Monthly Fee	November 2018	\$ 228.23	\$ 228.23	
IUSN502352333	11/28/2018	12/28/2018	eDiscovery SaaS Monthly Fee	November 2018	\$ 29.10	\$ 29.10	
IUSN502353757	12/21/2018	1/20/2019	eDiscovery SaaS Monthly Fee	December 2018	\$ 1,500.00	\$ 1,500.00	
IUSN502353758	12/21/2018	1/20/2019	eDiscovery SaaS Monthly Fee	December 2018	\$ 9,171.87	\$ 9,171.87	
IUSN502353759	12/21/2018	1/20/2019	eDiscovery SaaS Monthly Fee	December 2018	\$ 3.65	\$ 3.65	
IUSN502353760	12/21/2018	1/20/2019	eDiscovery SaaS Monthly Fee	December 2018	\$ 2.44	\$ 2.44	
IUSN502353761	12/21/2018	1/20/2019	eDiscovery SaaS Monthly Fee	December 2018	\$ 123.91	\$ 123.91	
IUSN502353762	12/21/2018	1/20/2019	eDiscovery SaaS Monthly Fee	December 2018	\$ 228.23	\$ 228.23	
IUSN502353763	12/21/2018	1/20/2019	eDiscovery SaaS Monthly Fee	December 2018	\$ 59.10	\$ 59.10	
IUSN502355791	1/26/2019	2/25/2019	eDiscovery SaaS Monthly Fee	January 2019	\$ 1,500.00	\$ 1,500.00	
IUSN502355792	1/26/2019	2/25/2019	eDiscovery SaaS Monthly Fee	January 2019	\$ 9,171.87	\$ 9,171.87	
IUSN502355793	1/26/2019	2/25/2019	eDiscovery SaaS Monthly Fee	January 2019	\$ 3.65	\$ 3.65	
IUSN502355794	1/26/2019	2/25/2019	eDiscovery SaaS Monthly Fee	January 2019	\$ 2.44	\$ 2.44	
IUSN502355795	1/26/2019	2/25/2019	eDiscovery SaaS Monthly Fee	January 2019	\$ 123.91	\$ 123.91	
IUSN502355796	1/26/2019	2/25/2019	eDiscovery SaaS Monthly Fee	January 2019	\$ 228.23	\$ 228.23	
IUSN502355797	1/26/2019	2/25/2019	eDiscovery SaaS Monthly Fee	January 2019	\$ 59.10	\$ 59.10	
IUSN502358502	2/26/2019	3/28/2019	eDiscovery SaaS Monthly Fee	February 2019	\$ 1,500.00	\$ 1,500.00	
IUSN502358503	2/26/2019	3/28/2019	eDiscovery SaaS Monthly Fee	February 2019	\$ 9,141.87	\$ 9,141.87	
IUSN502358504	2/26/2019	3/28/2019	eDiscovery SaaS Monthly Fee	February 2019	\$ 3.65	\$ 3.65	
IUSN502358505	2/26/2019	3/28/2019	eDiscovery SaaS Monthly Fee	February 2019	\$ 2.44	\$ 2.44	
IUSN502358506	2/26/2019	3/28/2019	eDiscovery SaaS Monthly Fee	February 2019	\$ 123.91	\$ 123.91	
IUSN502358507	2/26/2019	3/28/2019	eDiscovery SaaS Monthly Fee	February 2019	\$ 228.23	\$ 228.23	
IUSN502358508	2/26/2019	3/28/2019	eDiscovery SaaS Monthly Fee	February 2019	\$ 29.10	\$ 29.10	
IUSN502360330	3/26/2019	4/25/2019	eDiscovery SaaS Monthly Fee	March 2019	\$ 1,500.00	\$ 1,500.00	
IUSN502360331	3/26/2019	4/25/2019	eDiscovery SaaS Monthly Fee	March 2019	\$ 9,141.87	\$ 9,141.87	
IUSN502360332	3/26/2019	4/25/2019	eDiscovery SaaS Monthly Fee	March 2019	\$ 3.65	\$ 3.65	
IUSN502360333	3/26/2019	4/25/2019	eDiscovery SaaS Monthly Fee	March 2019	\$ 2.44	\$ 2.44	
IUSN502360334	3/26/2019	4/25/2019	eDiscovery SaaS Monthly Fee	March 2019	\$ 123.91	\$ 123.91	
IUSN502360335	3/26/2019	4/25/2019	eDiscovery SaaS Monthly Fee	March 2019	\$ 228.23	\$ 228.23	
IUSN502360336	3/26/2019	4/25/2019	eDiscovery SaaS Monthly Fee	March 2019	\$ 29.10	\$ 29.10	
IUSN502361815	4/25/2019	5/25/2019	eDiscovery SaaS Monthly Fee	April 2019	\$ 1,500.00	\$ 1,500.00	
IUSN502361816	4/25/2019	5/25/2019	eDiscovery SaaS Monthly Fee	April 2019	\$ 9,141.87	\$ 9,141.87	
IUSN502361817	4/25/2019	5/25/2019	eDiscovery SaaS Monthly Fee	April 2019	\$ 3.65	\$ 3.65	
IUSN502361818	4/25/2019	5/25/2019	eDiscovery SaaS Monthly Fee	April 2019	\$ 2.44	\$ 2.44	
IUSN502361819	4/25/2019	5/25/2019	eDiscovery SaaS Monthly Fee	April 2019	\$ 123.91	\$ 123.91	
IUSN502361820	4/25/2019	5/25/2019	eDiscovery SaaS Monthly Fee	April 2019	\$ 228.23	\$ 228.23	
IUSN502361821	4/25/2019	5/25/2019	eDiscovery SaaS Monthly Fee	April 2019	\$ 29.10	\$ 29.10	
IUSN502363638	5/24/2019	6/23/2019	eDiscovery SaaS Monthly Fee	May 2019	\$ 1,500.00	\$ 1,500.00	
IUSN502363639	5/24/2019	6/23/2019	eDiscovery SaaS Monthly Fee	May 2019	\$ 3.65	\$ 3.65	
IUSN502363640	5/24/2019	6/23/2019	eDiscovery SaaS Monthly Fee	May 2019	\$ 2.44	\$ 2.44	
IUSN502363641	5/24/2019	6/23/2019	eDiscovery SaaS Monthly Fee	May 2019	\$ 123.91	\$ 123.91	
IUSN502363642	5/24/2019	6/23/2019	eDiscovery SaaS Monthly Fee	May 2019	\$ 228.23	\$ 228.23	
IUSN502363643	5/24/2019	6/23/2019	eDiscovery SaaS Monthly Fee	May 2019	\$ 29.10	\$ 29.10	
IUSN502363663	5/24/2019	6/23/2019	eDiscovery SaaS Monthly Fee	May 2019	\$ 9,111.87	\$ 9,111.87	
IUSN502365127	6/25/2019	7/25/2019	eDiscovery SaaS Monthly Fee	June 2019	\$ 1,500.00	\$ 1,500.00	
IUSN502365128	6/25/2019	7/25/2019	eDiscovery SaaS Monthly Fee	June 2019	\$ 9,141.87	\$ 9,141.87	
IUSN502365129	6/25/2019	7/25/2019	eDiscovery SaaS Monthly Fee	June 2019	\$ 3.65	\$ 3.65	
IUSN502365130	6/25/2019	7/25/2019	eDiscovery SaaS Monthly Fee	June 2019	\$ 2.44	\$ 2.44	
IUSN502365131	6/25/2019	7/25/2019	eDiscovery SaaS Monthly Fee	June 2019	\$ 123.91	\$ 123.91	
IUSN502365132	6/25/2019	7/25/2019	eDiscovery SaaS Monthly Fee	June 2019	\$ 228.23	\$ 228.23	
IUSN502365133	6/25/2019	7/25/2019	eDiscovery SaaS Monthly Fee	June 2019	\$ 29.10	\$ 29.10	
IUSN502367139	7/25/2019	8/24/2019	eDiscovery SaaS Monthly Fee	July 2019	\$ 1,500.00	\$ 1,500.00	
IUSN502367140	7/25/2019	8/24/2019	eDiscovery SaaS Monthly Fee	July 2019	\$ 3.65	\$ 3.65	
IUSN502367141	7/25/2019	8/24/2019	eDiscovery SaaS Monthly Fee	July 2019	\$ 2.44	\$ 2.44	
IUSN502367142	7/25/2019	8/24/2019	eDiscovery SaaS Monthly Fee	July 2019	\$ 123.91	\$ 123.91	
IUSN502367143	7/25/2019	8/24/2019	eDiscovery SaaS Monthly Fee	July 2019	\$ 228.23	\$ 228.23	
IUSN502367144	7/25/2019	8/24/2019	eDiscovery SaaS Monthly Fee	July 2019	\$ 29.10	\$ 29.10	
IUSN502367214	7/25/2019	8/24/2019	eDiscovery SaaS Monthly Fee	July 2019	\$ 9,141.87	\$ 9,141.87	
IUSN502369046	8/27/2019	9/26/2019	eDiscovery SaaS Monthly Fee	August 2019	\$ 1,500.00	\$ 1,500.00	
IUSN502369047	8/27/2019	9/26/2019	eDiscovery SaaS Monthly Fee	August 2019	\$ 9,111.87	\$ 9,111.87	
IUSN502369048	8/27/2019	9/26/2019	eDiscovery SaaS Monthly Fee	August 2019	\$ 3.65	\$ 3.65	
IUSN502369049	8/27/2019	9/26/2019	eDiscovery SaaS Monthly Fee	August 2019	\$ 2.44	\$ 2.44	
IUSN502369050	8/27/2019	9/26/2019	eDiscovery SaaS Monthly Fee	August 2019	\$ 123.91	\$ 123.91	
IUSN502369051	8/27/2019	9/26/2019	eDiscovery SaaS Monthly Fee	August 2019	\$ 228.23	\$ 228.23	
IUSN502369052	8/27/2019	9/26/2019	eDiscovery SaaS Monthly Fee	August 2019	\$ 29.10	\$ 29.10	
Not yet invoiced			eDiscovery SaaS Monthly Fee	September 2019	\$ 1,500.00	\$ 1,500.00	
Not yet invoiced			eDiscovery SaaS Monthly Fee	September 2019	\$ 3.65	\$ 3.65	
Not yet invoiced			eDiscovery SaaS Monthly Fee	September 2019	\$ 2.44	\$ 2.44	
Not yet invoiced			eDiscovery SaaS Monthly Fee	September 2019	\$ 123.91	\$ 123.91	
Not yet invoiced			eDiscovery SaaS Monthly Fee	September 2019	\$ 228.23	\$ 228.23	
Not yet invoiced			eDiscovery SaaS Monthly Fee	September 2019	\$ 29.10	\$ 29.10	
Not yet invoiced			eDiscovery SaaS Monthly Fee	September 2019	\$ 9,141.87	\$ 9,141.87	
Not yet invoiced			eDiscovery SaaS Monthly Fee	Oct. 2019 Est.	\$ 11,200.00	\$ 11,200.00	
Not yet invoiced			eDiscovery SaaS Monthly Fee	Nov. 2019 est.	\$ 11,200.00	\$ 11,200.00	
PAYMENTS RECEIVED:					DATE	AMOUNT	
					9/14/2018	\$ 10,954.10	
					2/1/2019	\$ 10,924.63	
					3/29/2019	\$ 10,895.15	
					5/		